

TRIAL COURT: UWY-CV-16-6031881-S : SUPREME COURT
A BETTER WAY WHOLESALE AUTOS, INC. :
v. : SC 20386
SAINT PAUL, JAMES, ET AL : FEBRUARY 20, 2020

MOTION FOR EXTENSION OF TIME TO FILE
THE PLAINTIFF-APPELLANT'S BRIEF AND APPENDIX

Pursuant to § 66-1 of the Connecticut Rules of Appellate Procedure, the Plaintiff-Appellant, A Better Way Wholesale Autos, Inc., through undersigned counsel, respectfully requests a five (5) day extension of time to file the Plaintiff-Appellants' Brief and Appendix. The Appellant's brief and appendix are partially complete, however, counsel for the Plaintiff-Appellant currently has several coinciding deadlines and is preparing for trial scheduled to commence next month. The Plaintiff-Appellant's Brief and Appendix are currently due on February 20, 2020; the proposed extension would move that date to February 25, 2020.

BRIEF HISTORY OF THE FACTS

This case arises out of an arbitration between A Better Way Wholesale Autos, Inc. ("Plaintiff") and James and Julie Saint Paul ("Defendants"). (Memorandum of Decision, December 30, 2016, pg. 1). On July 21, 2016, the arbitrator ruled in favor of the Defendants, finding that the Plaintiff failed to include an oil change contract and a service contract in the finance charge disclosure, thus violating the Truth in Lending Act ("TILA"), to the tune of actual damages in the amount of \$2,297.81. (Memorandum of Decision, December 30, 2016, pg. 1, 7-8). The arbitrator also awarded \$2,000.00 in statutory damages under TILA

and \$4,500.00 in reasonable attorney's fees. (Memorandum of Decision, December 30, 2016, pg. 8).

On August 26, 2016, the Plaintiff filed an application to vacate arbitration award pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C.A. § 1, et seq. (Memorandum of Decision, December 30, 2016, pg. 1-2). Subsequently, the Defendants filed a motion an application to confirm arbitration award and a declaration, and brief in support, for supplemental attorney's fees. (Memorandum of Decision, December 30, 2016, pg. 1, 10-11). The Superior Court (Taylor, J.) ruled that the Plaintiff's application was untimely under state law. (Memorandum of Decision, December 30, 2016, pg. 7). The court also ruled that the arbitrator's decision did not represent an egregious misperformance of duty or patently irrational application of legal principles. (Memorandum of Decision, December 30, 2016, pg. 10). The court also ruled that supplemental attorney's fees, in the full amount requested, were appropriate. (Memorandum of Decision, December 30, 2016, pg. 14). The court dismissed the Plaintiff's application to vacate and granted the Defendants' application to confirm and supplemental attorney's fees. (Memorandum of Decision, December 30, 2016, pg. 14). The matter was appealed to the Connecticut Appellate Court and the matter was heard en banc. The decision of the Appellate Court en banc contained a dissent. The Supreme Court granted certification.

SPECIFIC FACTS UPON WHICH THE PLAINTIFF-APPELLANT RELIES

This is the fourth extension of time that the Plaintiff-Appellants has requested. The Plaintiff-Appellant's Brief and the Appendix are partially complete. The Appellant's Brief is due on February 20, 2020; however, good cause exists to extend this deadline five (5) day to February 25, 2020. Counsel for the Plaintiff-Appellant was unable to finalize the Appellant's Brief and Appendix due to several coinciding deadlines including appellate briefs

on different cases and also due to time spent on preparation for an upcoming trial scheduled to begin next month.

LEGAL GROUNDS UPON WHICH PLAINTIFF-APPELLANT RELIES

The Plaintiff-Appellant relies on § 66-1 of the Connecticut Rules of Appellate Procedure.

CONSENT

Counsel for the Defendant-Appellee have been contacted however, until the time of this filing Counsel have not responded.

THE PLAINTIFF-APPELLANT,
A BETTER WAY WHOLESALE AUTOS, INC.

By: /s/Kenneth A. Votre
Kenneth A. Votre, Esq.
Votre & Associates, P.C.
90 Grove Street, Suite 209
Ridgefield, CT 06877
Tel: (203) 498 0065
Fax: (203) 438 4202
votrelaw@gmail.com
Juris No. 422508

CERTIFICATION

I hereby certify that the foregoing complies with Practice Book § 62-7, being in 12-point Arial type, and that it is in compliance with all other formal requirements. I also hereby certify that, pursuant to Practice Book § 62-7, a copy of the foregoing was mailed, first class mail, postage prepaid, this 20th day of February 2020.

Daniel Blinn
Consumer Law Group
35 Cold Spring Road, Suite 512
Rocky Hill, CT 06067
Tel: (860) 566-8290
Fax: (860) 571-7457
dblinn@consumerlawgroup.com

Richard Wareing, Esq.
Natale & Wolinetz,
116 Oak Street
Glastonbury, CT 06067
rwareing@natalelawfirm.com

BY: /s/Kenneth A. Votre
Kenneth A. Votre, Esq.
Votre & Associates, P.C.
90 Grove Street, Suite 209
Ridgefield, CT 06877
Tel: (203) 498 0065
Fax: (203) 438 4202
votrelaw@gmail.com
Juris No. 422508